Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC) (Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name	of	Tra	nsfei	ee.

Name of Transferor

Deutsche Bank AG, London Branch

Coutts & Co AG

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch Winchester House, 1 Great Winchester Street London EC2N 2DB

Tel: +44 20 7547 2400 Fax: +44 113 336 2010 Attention: Michael Sutton

E-mail: Michael.sutton@db.com

Court Claim # (if known): 45221

Amount of Claim (transferred):

USD 250,000.00 in principal amount of ISIN XS0342303400 (plus all interest, costs and fees

relating to this claim)

Date Claim Filed: 23 October 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #; N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Ву: ____

Transferee/Transferee's Agent

Date: 11 CX_+CRITI

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 & 3571.

PARTIAL Transfer of LBHI Claim # 45221 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, COUTTS & CO AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to DEUTSCHE BANK AG, LONDON BRANCH (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 45221 filed by or on behalf of Seller or any of Seller's predecessorsin-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"). (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Securities or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller has been duly authorized to sell, transfer and assign the Transferred Claims by the owner of Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are Class 5 Senior Third Party Guarantee Claims; (h) on April 17, 2012 Seller or any of its predecessors-in-title received the first distribution relating to the Transferred Claims totaling the amount of \$9,023.07, on October 1, 2012 Seller or one of its predecessors-in-title received the second distribution relating to the Transferred Claims totaling the amount of \$6,088.95, on April 4, 2013 Seller or one of its predecessors-in-title received the third distribution relating to the Transferred Claims totaling the amount of \$7,690.79, on October 3, 2013 Seller or one of its predecessors-in-title received the fourth distribution relating to the Transferred Claims totaling the amount of \$9,118.29, on April 3, 2014 Seller or one of its predecessors-in-title received the fifth distribution relating to the Transferred Claims totaling the amount of \$9,904.59, on October 2, 2014 Seller or one of its predecessors-in-title received the sixth distribution relating to the Transferred Claims totaling the amount of \$7,433,39, on April 2, 2015

DB Ref: 18910

Seller or one of its predecessors-in-title received the seventh distribution relating to the Transferred Claims totaling the amount of \$5,072.84, on October 2, 2015 Seller or one of its predecessors-in-title received the eighth distribution relating to the Transferred Claims totaling the amount of \$3,869.15, on March 31, 2016 Seller or one of its predecessors-in-title received the ninth distribution relating to the Transferred Claims totaling the amount of \$1.073.70, on June 16, 2016 Seller or one of its predecessors-in-title received the tenth distribution relating to the Transferred Claims totaling the amount of \$1,598.87, on October 6, 2016 Seller or one of its predecessors-in-title received the eleventh distribution relating to the Transferred Claims totaling the amount of \$2.810.98 and Seller or one of its predecessors-in-title has received a distribution paid on or about May 8, 2013 in the amount of \$28,838.06, a distribution paid on or about October 28, 2013 in the amount of \$11,736.00, a distribution paid on or about April 28, 2014 in the amount of \$12,706.75, a distribution paid on or about October 27, 2014 in the amount of \$9,731.75, a distribution paid on or about April 28, 2015 in the amount of \$6,552.75, a distribution paid on or about 30 October 2015 in the amount of \$5,039.75, a distribution paid on or about April 28, 2016 in the amount of \$1,408.00 and a distribution paid on or about July 14, 2016 in the amount of \$2,059.88 by Lehman Brothers Treasury Co. B.V, with respect to the securities relating to the Transferred Claims; and (i) other than the distributions set out herein, neither Seller nor any of its predecessors-in-title has received any distributions in respect of the Transferred Claims and/or Purchased Security.

- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this $\frac{1}{2}$ day of $\frac{1}{2}$ $\frac{1}{2}$ 2016.

COUTTS & CO AG

Name: Peter Meier / Dennis Cheung

Title: Executive Director / Vice President

Coutts & Co AG Attn: H.-P. Schmid / XOE

Lerchenstrasse 18 Postfach CH-8022 Zurich DEUTSCHE BANK AG, LONDON BRANCH

Name: Title:

Winchester House 1, Great Winchester Street London EC2N 2DB ENGLAND

Attn: Michael Sutton

Schedule 1

Transferred Claims

Purchased Portion

16.12903% of the claim that is referenced in line item number 59 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

Description of	ISIN/CUSIP	Blocking	Issuer	Guarantor	Principal/Notional	Allowed	Maturity
Security	Security	Number			Amount	Amount	
MTN9642	XS0342303400	6051155	Lehman Brothers Treasury	Lehman Brothers Holdings USD 25	USD 250,000.00	USD	2/1/2010
			Co. BV	nc.		250,000.00	

Schedule 2

Copy of Proof of Claim 45221

Schedule 1-1

LEHMAN SECURITIES PROGRAMS OF DEFE BASINGS Solutions, LLC FDR Station, P.O. Bes. 3076 In Ret. Chapter II Chap	United States Bankruptcy Court	Southern District of New York		
Lehman Brothers Holdings Inc., et al. Case No. 68-13555 (MP) Colinty Administered) Colinty Administered) Colinty Administered C	Lehman Brothers Holdings Claim c/o Epiq Bankruptcy Solutions, L FDR Station, P.O. Box 5076	s Processing Center		
Name and address of Creditor; (and name and address where notices should be sent if different from Creditor) RBS Coults Bank AG Statiffacherstrasse 1 Postfach 8022 Zurich Schweiz Telephone number, **MatSyS SvVEnnail Address: **Man = 2 to 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5,	In Re: Lehman Brothers Holdings Inc., e	et al., Case No. 08-13555 (JMP)	Filed t Lehi	ran Brothers Holangs Inc. ETAI
RBS Coutts Bank AG Stauffacherstrasse 1 Postfach 8022 Zurich Schweig: Telephone number: WWW. Stauman Address Manage & Stauffacherstrasse 1 Postfach Name and address where payment should be sent (if different from above) Filed on: Check this box if you are aware that anyone eshe has filed a proof of claim redshing to your claim haved on Lehman Programs Securities. Your claim amount must be the amount owned under your Lehman Programs Securities on September 15, 2008 whether you owned the Lehman Programs Securities on September 15, 2008 whether you owned the Lehman Programs Securities on September 15, 2008 whether you owned the Lehman Programs Securities on September 15, 2008 whether you owned the Lehman Programs Securities on September 15, 2008 whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether studie chaim naments of became fisced or lequidated before or after September 15, 2008. The claim amount must be the amount once dumler your Lehman Programs Securities on September 15, 2008 whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether studies are sheethed with the Claim amount of the Claim and whether studies and schedule with the claim amount of	based on Lehman Programs	Securities as listed on		0000045221
Telephone number: Imail Address: I. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you would the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim natured or became fixed or high an edit of the programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim natured or became fixed or high an edit of the programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim natured or became fixed or high and whether such claim natured in the claim amounts for each Lehman Programs Security which this claim metales. Amount of Claim: S = 62 2.5 6.0 Mg. (Required) Sec. Callacter V (1909) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. 3. Provide the Clearstream Bank Blocking Number (ISIN) for each Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN) for each Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN) for each Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN) for each Lehman Programs Securities on the depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN) for which you are filing this claim with respect to more than one Lehman Programs Security or which you are filing this claim. You must acquire a Blocking Number, as appropriate (each, a "Blocking Number") for each Lehman Programs Securities for which you are fil	Creditor) RBS Co Stauffac Postfach 8022 Zü Schweiz	utts Bank AG herstrasse 1 rich		claim amends a previously filed claim. Court Claim Number: (If known)
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim count must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security you may attach a schedule with the claim amounts for each Lehman Programs Security is which this claim relates. Amount of Claim: S S S S S S S S S S S S S S S S S S S		should be sent (if different from above)	migh assigning . com	anyone else has filed a proof of claim relating to your claim. Attach copy of
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: (Required) 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: (Required) 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. (Signature: The person filing this claim must claim and state digess and telephone number if different from the pulpository authorized to fifth this claim and state digess and telephone number if different from the pulpository authorized to fifth this claim and state digess and telephone number if different from the pulpository authorized to fifth this claim and state diges and telephon	1. Provide the total amount of ye Programs Securities as of Septem and whether such claim matured edollars, using the exchange rate as you may attach a schedule with the Amount of Claim: S—63 1 Check this box if the amount 2. Provide the International Secthis claim with respect to more the which this claim relates.	our claim based on Lehman Programs Securition 15, 2008, whether you owned the Lehman became fixed or liquidated before or after Stapplicable on September 15, 2008. If you are eclaim amounts for each Lehman Programs and the security of claim includes interest or other charges in urities Identification Number (ISIN) for each un one Lehman Programs Security, you may the security of	a Programs Securities on Septen in the claim is epitember 15, 2008. The claim is a liling this claim with respect to Security to which this claim relations to the principal amount. Lehman Programs Security to wittach a schedule with the ISINs	ther 15, 2008 or acquired them thereafter, amount must be stated in United States or more than one Lehman Programs Security, tes. 1 due on the Lehman Programs Securities, which this claim relates. If you are filling
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank. Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: (Required) 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to fine this claim and state address and telephone number if different from the applies eddress above. Attach capy of the creditor of attorney, if H.P. Schmid H.P. Schmid FILED RECEIVED FILED REC	3. Provide the Clearstream Bank I appropriate (each, a "Blocking Nu from your accountholder (i.e. the I than one Lehman Programs Securi relates. Clearstream Bank Blocking Nur	Blocking Number, a Euroclear Bank Electroni mber") for each Lehman Programs Security boank, broker or other entity that holds such seity, you may attach a schedule with the Block	ic Reference Number, or other d for which you are filing a claim, curities on your behalf). If you ing Numbers for each Lehman l	You must acquire a Blocking Number are filing this claim with respect to more rograms Security to which this claim
Scandard File Date. Signature: The person filing this claim and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to fine this claim and state stelpess and telephone number if different from the purpose direct substance of the creditor or other person authorized to fine this claim and state stelpess and telephone number if different from the purpose direct substance of the creditor or other person authorized to fine this claim and state stelpess and telephone number if different from the purpose direct substance of the creditor or other person authorized to fine this claim and state stelpess and telephone number if different from the purpose direct substance of automey, if HP. Schmid EPIO BANKRUPTCY SCIUTIONS, LICC	Sce	alliched File (Require	ed)	
5. Consent to Euroclear Bank, Clearstream Bank or Dither Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state bidgess and telephone number if different from the purpose divess above. Attach easy of the creditor of attorney, if H.P. Schmid FOR COURT USE ONLY FILED RECEIVED CC 2 3 2009 EPIO BANKRUPTCY SCHITIONS, LLC	accountholder (i.e. the bank, broke	d acquire the relevant Clearstream Rank Tine	orlear Hank or other denocitors	narticipant agrange much so f
5. Consent to Euroclear Bank, Clearstream Bank or Dither Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state bidgess and telephone number if different from the purpose divess above. Attach easy of the creditor of attorney, if H.P. Schmid FOR COURT USE ONLY FILED RECEIVED CC 2 3 2009 EPIO BANKRUPTCY SCHITIONS, LLC		, Clearstream Bank or Other Depository F	articipant Account Number:	
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to me this claim and state and less and telephone number if different from the applies eddress above. Attach capy of fixer of attorney, if H.P. Schmid FILED / RECEIVED FILED / RECEIVED FILED / RECEIVED FILED / RECEIVED	نځور ه	Mulled File (Required	1)	
of the creditor or other person authorized to the tric claim and state hidgess and telephone number if different from the page ediress above. Attach early of the creditories, if 10 - 20 - 2003 HP. Schmid EPIO BANKRUPTCY SOLUTIONS, LLC	disclose your identity and holding reconciling claims and distribution	e authorized, Euroclear Bank, Clearstream Bi s of Lehman Programs Securities to the Debt is.	ink or other depository to ors for the purpose of	
	Turned of the creditor of number if differ	or other person authorized to file this claim ar	d state address and telephone py of automey, if	
	Penalty for presenting fr	aydulent claim: Fine of up to \$500,000	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptey case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptey Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptey filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unnatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brother's Holdings Claims Processing c/o Epiq Bankruptey Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security Any security included on the list desir

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

___INFORMATION__

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you
may either enclose a stamped self-addressed
envelope and a copy of this proof of claim, or you
may access the Claims Agent's system
(http://www.lchman-docket.com) to view your
filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptey court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptey Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptey court.



Handelsregisteramt des Kantons Zürich

CERTIFICATION

Issued by the Commercial Registry of Canton Zurich

todada by the definitional regions of definiting and the
It is hereby certified that the following company is entered in the Commercial Regis ter of Canton Zurich: a joint stock company by the name of
RBS Coutts Bank AG
(RBS Coutts Bank SA) (RBS Coutts Bank Ltd)
domiciled in Zurich
This company has been entered in the Commercial Register of Canton Zurich since 21 st March 1930. It has been entered in the aforementioned register under the following versions:
From 01 st October 2004 to 06 th December 2007 Coutts Bank von Ernst AG
(Coutts Bank von Ernst SA) (Coutts Bank von Ernst Ltd)
It has been entered since 06 th December 2007 under the following name: RBS Coutts Bank AG
(RBS Coutts Bank SA) (RBS Coutts Bank Ltd)
(In reference to the aforementioned joint stock company there were other versions of the company name entered in the Commercial Register of Canton Zurich prior to 01st October 2004).
t is further certified that the aforementioned company is organized according to the aws of Switzerland.
Zurich, Switzerland, 18 th December 2007 Company number: CH-020.3.911.383-6 Signed: Sa Fee: CHF 120

Schedule of Holdings in Lehman Securities Programs Asset for the attached Claim

Blocking Reference	6051289	6051365	6051286	6051290	6051288	6051370	6051368	6051220	6051218	6051213	6051222	6051280	6051283	6051369	909061372008211
Custodian Our account at Custodian	98614	98614	98614	21495	98614	21495	98614	21498	98614	21495	98614	98614	21498	21495	20121553 90
Custodian (Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	Euroclear	SIX SIS LId.
Total Claim Amount in USD	44.016.90	141'990,00	85,194,00	99'393.00	255'582.00	141'990.00	113'592.00	5'497'000.00	750'000.00	4'626'000,00	893,800.00	227'184.00	70.995.00	100,000,00	162'233.25
Exchange rates as applicable on 9.15.2008	1.41990	1.41990	1.41990	1.41990	1,41990	1,41990	1.41990	1.00000	1.00000	1,00000	1.78760	1.41990	1,41990	1.00000	1,11885
Nominal Amount	31,000	100,000	60,000	70'000	180'000	100,000	80.000	5'497'000	750,000	4,626,000	200,000	160'000	50,000	100,000	145'000
Nominal Currency	EUR	EUR	EUR	EUR	EUR	EUR	EUR	asn	OSD	asn	GBP	EUR	EUR	asn	HHO.
Securities Description	Lehman Brothers UK Cap Fund -in default- 4.544 % Notes / 2005 - without fixed malurity variable rate	Lehman Brothers Holdings IncChapter XI- 6 3/8 % EMTN / 2001-10.5.2011	Lehman Brothers Treasury BV -in default- 4.16915 % EMTN / 2005-16.2.2017 variable Rate	Lehman Brothers UK Capital Funding II LP -in default- 5 1/8 % non-cum.pref.Secs / 2005 - without fixed maturity	Lehman Brothers Holdings IncChapter XI- 4 % EMTN / 2005-9:3.2015 Series 2655 Senior	Lehman Brothers Holdings IncChapter XI- 4 3/4 % EMTN / 2004-16.1.2014 Series 1937 Senior	Lehman Brothers Holdings IncChapter XI- 4 3/4 % EMTN / 2004-16.1.2014 Series 1937 Senior	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	Lehman Brothers Holdings IncChapter XI- 6 % EMTN / 2007-25.1.2013 Senior	Lehman Brothers UK Capital Funding IV LP -in default- 53/4 % Regd.Preferred Securities / 2007 - without fixed maturity Reg-S	Lehman Brothers UK Capital Funding IV LP -in default 5 3/4 % Regd.Preferred Securities / 2007 - without fixed maturity Reg-S	Lehman Brothers Holdings Inc UK -in default- 4.029 % EMTN / 2003-13.11.2009 floating Rate	Lehman Brothers Holdings IncChapter XI- 2 1/2 % EMTN / 2006-13:10.2010
ISIN Code	XS0215349357	XS0128857413	XS0211814123	XS0229269856	XS0213899510	XS0183944643	XS0183944643	XS0301813522	xS0301813522	xS0301813522	XS0299141332	XS0282978666	xS0282978666	XS0178222179	CH0026985082

XS0180154550	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2003-26.11.2009	EUR	200,000	1,41990	283'980.00	Euroclear	98614	6051366
XS0307745744	Lehman Brothers Holdings IncChapter XI- 5 1/8 % EMTN / 2007-27.6.2014	EUR	100,000	1,41990	141'990.00	Euroclear	98614	6051177
CH0027120705	Lehman Brothers Treasury BV -in default- Certificates / 2007-22.2.2010 on DJ Industrial Average Index	dsn	65,000	1.00000	65,000.00	SIX SIS LId.	20121553	117175522008211
XS0302282602	Lehman Brothers Treasury BV -in default- 11 % p.a. CAELN - 1.6.2010 on Shares 5 HK 90 % PUT: 130.77, 98 % qtrly TG: 142.394,	nsp	100,000	1.00000	100,000,00	Euroclear	98614	6051179
XS0302282602		USD	920,000	1.00000	950'000 00	Euroclear	21498	6051186
XS0302280499	Lehman Brothers Treasury BV 12.25 % p.a. CAELN 2y-29.5.2009 on shares HSBC (5 HK) 93 % Put HKD 135.036 100 % Qtrly TG; HKD 145.20	usp	100.000	1,00000	100,000:00	Euroclear	21495	6051215
XS0307616937	Lehman Brothers Treasury BV 10 % p.a. CAELN -29.6.2009 on shares HSBA LN, C UN & JPM UN 75 % PUT:697.875,40.545,38,0925 92 % qtry Trg: 856.06, 49.7352.	asn	100,000	1.00000	100'000.00	Euroclear	21498	6051182
XS0301339510	Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN - 25.5.2010 5 HK - HSBC Holding Plc 90 % PUT: 131.49 98 % qtr Trg: 143.178	OSD	1.800.000	1.00000	1'800'000.00	Euroclear	21498	6051219
XS0301339510	Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN - 25.5.2010 5 HK - HSBC Holding Plc 90 % PUT; 131.49 98 % qtr Trg: 143.178	USD	950,000	1.00000	950,000.00	Euroclear	21495	6051212
X\$0308734242	Lehman Brothers Treasury BV -in default- 14 % p.a. CAELN - 9.7.2009 on Shares UBSN VX & BNP FP 85 % PUT; 59.3317, 74.2305, 95 % Qtrly Tra; 66.3119, 82.9635.	EUR	100,000	1,41990	141'990.00	Euroclear	21498	6051174
XS0274890523	Lehman Brothers Treasury BV -in default - CGN 0 % Luxury Goods basket Notes / 2006-22.11.2010 4 Years (USD)	OSD	2,950,000	1,00000	2,950,000.00	Euroclear	98614	6051279
XS0300477709	Lehman Brothers Treasury BV -in default- CGN protected Pan Asia high Dividend Note / 2007-18.5.2010 on S&P Pan Asia 50 high Dividend Index (3 Years - EUR)	EUR	3,090,000	1,41990	4'387'491.00	Euroclear	98614	6051223
XS0336410013	Lehman Brothers Treasury BV -in default- 10N36 DRAN, CPN 7.75% P.A. 0 6MTH USD LIBOR - 7 MAT 7-JAN-2018	nsp	1,500,000	1.00000	1,500,000.00	Euroclear	21498	6051163
XS0326540290	Lehman Brothers Treasury BV 15 % p.a. CAELN -26.10.2009 on shares BAC UN & C UN 70 % Put: 36.715, 33.152 100 % Qtrly Trg: 52.45, 47.36	asn	350.000	1.00000	350'000.00	Euroclear	21498	6051160
XS0326540290	Lehman Brothers Treasury BV 15 % p.a. CAELN -26.10.2009 on shares BAC UN & C UN 70 % Put: 36.715, 33.152 100 % Qtrly Trg: 52.45, 47.36	asn	550.000	1.00000	550.000.00	Euroclear	21495	6051167

XS0312194854	Lchman Brothers Treasury BV -in default- 17.8 % Daily accrual callable Equity linked Note / 2007-27.7.2009 on shares BNP	asn	100,000	1.00000	100,000,00	Euroclear	98614	6051171
	Paribas, CS Group Lehman Brothers Treasury BV -in default- 13 % Daily accrual callable Equity linked Note / 2007-19.6.2009 floating Rate on shares basket Senior	OSD	150'000	1,00000	150'000.00	Euroclear	98614	6051181
	Lehman Brothers Treasury BV -in default- 10nc3 DRAN Coupon 8.10% P.A. 3 mth USD LIBOR 0 - 7 % Mat 11-12-17	asn	1,000,000	1.00000	1,000,000.00	Euroclear	98614	6051165
	Lehman Brothers Treasury BV -in default- 10nc3 DRAN Coupon 8.10% P.A. 3 mth USD LIBOR 0 - 7 % Mat 11-12-17	OSD	1,700,000	1.00000	1,700,000.00	Euroclear	21498	6051161
	Lehman Brothers Treasury BV -in default- CGN protected Pan Asia high Dividend Notes / 2007-2.4.2010 (3 Years - Euro)	EUR	3'450'000	1.41990	4'898'655.00	Euroclear	98614	6051281
xS0302351266	Lehman Brothers Treasury BV 100 % Capital Protected Notes / 2007-8.6.2010 on a Basket of 20 Shares	CH.	100,000	1.11885	111'885.00	Euroclear	98614	6051180
XS0307617315	Lehman Brothers Treasury BV -in default- 10 % p.a. CAELN - 2.7.2010 on Shares 5 HK 90 % Put: 129.51, 100 % Otrly Trg: 143.9.	OSO	800,000	1.00000	800.000.00	Euroclear	21498	6051.183
XS0307617315	Lehman Brothers Treasury BV -in default- 10 % p.a. CAELN - 2.7.2010 on Shares 5 HK 90 % Put: 129.51, 100 % Qtrly Trg: 143.9	OSD	350,000	1.00000	350,000,00	Euroclear	21495	6051189
XS0213629487	Lehman Brothers Treasury BV -in default- 100 % Capital protected Notes / 2005-9.3.2009 on A basket of 10 high Dividend Yield Stocks	EUR	610'000	1,41990	866'139.00	Euroclear	98614	6051287
xS0257807874	Lehman Brothers Treasury BV -in default- 104 % protected Pan Asia high Dividend Note / 2006-16.6.2009 (3 Years / USD)	asn	1,940,000	1.00000	1,940,000.00	Euroclear	98614	6051225
xS0257807288	Lehman Brothers Treasury BV -in defaull- 100 % protected Pan Asia high Dividend Note / 2006-16.6.2009 (3 Years / EUR)	EUR	4,420,000	1,41990	6'275'958.00	Euroclear	98614	6051224
xS0260770010	Lehman Brothers Treasury BV -in default- 100 % Capital protected Notes / 2006-14.7.2009 on S&P PAN Asia 50 high Dividend Index II	EUR	1.100,000	1.41990	1'561'890.00	Euroclear	98614	6051227
	Lehman Brothers Treasury BV -in default- 104 % Capital protected Notes / 2006-14.7.2009 on S&P Pan Asia 50 Index II	OSO	920,000	1.00000	920,000,00	Euroclear	98614	6051226
XS0272635185	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2006-1.12.2010 on basket of Commodities Series 5316	G8P	20,000	1,78760	89,380.00	Euroclear	98614	6051278
	Lehman Brothers Treasury BV -in default- 15.25 % p.a. CAELN - 18.9.2009 on shares 5 HK HSBC Holdings 92 % Put: 128.616, 100 % Qtriy Trg: 139.8	nsp	700,000	1.00000	700,000.00	Euroclear	21495	6051178
	Lehman Brothers Treasury BV -in default- 15.25 % p.a. CAELN - 18.9.2009 on shares 5 HK HSBC Holdings 92 % Put: 128.616, 100 % Qtrly Trg: 139.8	USD	300,000	1.00000	300,000.00	Euroclear	21498	6051176

SIX SIS Ltd. 20121553 458169062108211	Euroclear 21498 6051164	Éuroclear 98614 6051166	Euroclear 21495 6051169	Euroclear 21495 6051214	Euroclear 21495 6051154	Euroclear 21498 6051156	Euroclear 21495 6051153	Euroclear 21495 6051168	Euroclear 21498 6051162	Euroclear 98614 6051170	Euroclear 21498 6051157	Euroclear 21495 6051155	Euroclear 98614 6051152	Euroclear 21495 6051148
5'594.25 8	100'000'.00	400,000.00	00.000.009	780,845.00	1'411'630.00	200,000.00	200.000.00	100,000,00	200,000.00	2'237.70	2,200,000.00	1,550,000,00	2'946'000.00	500.000.00
1,11885	1.00000	1.00000	1.00000	1.41990	0.12833	1.00000	1.00000	1,00000	1.00000	1.11885	1.00000	1.00000	1.00000	1.00000
2,000	100,000	400,000	600,000	550'000	11.000.000	200,000	200,000	100,000	200,000	2,000	2,200,000	1,550,000	2,946,000	200,000
CH	OSO	asn	asn	EUR	HKO	asn	asn	OSD	OSD	CHE	asn	OSD	OSD	asn
Lchman Brothers Securities NV -in default- 12 1/2 % Reverse Convertible Certificates / 2007-3.11.2008 on shares Givaudan, Swiss Re, Swatch Group	Lehman Brothers Treasury BV -in default- 11.25 % PA Caeln - 29.12.2009 on Shares UBSN VX & DBS SP 70 % PUT:35.6901, 14.07, 100 % Qtrly TRG: 50.9858, 20.1	Lehman Brothers Treasury BV -in default- 11.25 % PA Caeln - 29.12.2009 on Shares UBSN VX & DBS SP 70 % PUT:35.6901, 14.07, 100 % Qtrly TRG: 50.9858, 20.1		Lehman Brothers Treasury BV -in default- Equity Linked Notes / 2007-29.5,2009 Floating Rate on Equity	Lehman Brothers Treasury Co NV -in default- 44 % PA Caeln - 11.1.2010 on Shares 941 HK, 1800 HK, 2628 HK 65 % put: 116.875, 17.34,34.2975 95 % Bimthly TRG: 130.625, 19.38, 38.3325	Lehman Brothers Treasury NV -in default- 18.%PA Caeln - 5.1.2009 shs 857HK&2628HK 74.5% put: 10.117,29,651 90%Bim TRG:12.222,35.85	Lehman Brothers Treasury NV -in default- 18.%PA Caeln - 5.1.2009 shs 857HK&2628HK 74.5% put: 10.117,29.651 90%Btm TRG:12.222.35.85	Lehman Brothers Treasury Co BV -in default- 10NC6 DRAN, CPN 8.45% P.A. 0 - 6 MTH USD LIBOR - 7, MAT 17.12.17	Lehman Brothers Treasury Co BV -in default- 10NC6 DRAN, CPN 8.45% P.A. 0 - 6 MTH USD LIBOR - 7, MAT 17.12.17	Lehman Brothers Securities NV -in default- 12 % Reverse Convertible Certificates / 2007-30, 10, 2008 on a Basket of Shares Series L-07/643	2Y PRIN PTD ASIAN CURR APPRECIATION BKT -in default- SGD, CNY, INR, MYR, KRW, IDR (EQ WEIGHTED) vs USD PR	22.0%. 22.0%. 22.0%. 22.0%. 22.0%. 22.0%. 22.0%.	Lehman Brothers Treasury BV CGN-Asian Currency Basket Note / 2008-7.2.2011 (USD 3 years)	Lehman Bros -in default- 10NC3 DRAN Cpn 7,00 % 0 to 7% on 3mth USD Liber
CH0027121034	XS0337553175	XS0337553175	XS0337553175	XS0302043012	XS0338765562	XS0338329740	XS0338329740	XS0336248322	XS0336248322	XSD326427480	XS0342303400	XS0342303400	XS0345680655	XS0347785312

XS0347785312	Lehman Bros -in default- 10NC3 DRAN Cpn 7.00 % 0 to 7% on 3mth USD Libor	OSD	800,000	1.00000	800,000,00	Euroclear	21498	6051145
XS0349282151	Lehman Brothers Treasury BV -in default- 95% Principal Protected / 2008-4.3.2011 on a Basket of Commodities	EUR	200,000	1,41950	283'980.00	Euroclear	98614	6049832
XS0350318399	Lehman Brothers Treasury BV -in default- CGN Asian Currency Basket Notes / 2008-7.3.2011 (USD - 3 years)	OSD	1,000,000	1.00000	1,000,000,00	Euroclear	98614	6049833
XS0348395814	Lehman Brothers Holdings Inc UK -in default- 4.2 % Global Notes / 2008-22.2.2013 Series 9880 Senior	SGD	250'000	0.70003	175'007.50	Euroclear	21498	6051146
XS0348395814	Lehman Brothers Holdings Inc UK -in default- 4.2 % Global Notes / 2008-22.2.2013 Series 9880 Senior	SGD	1,750,000	0.70003	1'225'052,50	Euroclear	21495	6051149
XS0356956564	Lehman Brothers -in default- (080417MC01) 10YR LIBOR DRAN 28.04.2018; CPN: 8.10pct x N/D 3M USD LIBOR : 0-7pct	OSD	200.000	1.00000	200,000.00	Euroclear	21498	6051147
XS0298931956	Lehman Brothers Treasury Bv ELN / 2007-8.5,2009 variable rate on Equity	GBP	300,000	1,78760	536'280.00	Euroclear	98614	6051221
XS0362467150	Lehman Brothers Holdings Inc UK -in default- 7 7/8 % Global Notes / 2008-8.5.2018 Series 10528 Senior	GBP	200,000	1.78760	357'520.00	Euroclear	21498	6049838
XS0362467150	Lehman Brothers Holdings Inc UK -in default- 7 7/8 % Global Notes / 2008-8.5.2018 Series 10528 Serior	GBP	100,000	1.78760	178760.00	Euroclear	21495	6049837
xS0301340872	Lehman Brothers Treasury Bv ELN / 2007-26.5.2009 on Shares AXA SA, Commerzbank	EUR	300,000	1.41990	425'970.00	Euroclear	98614	6051216
CH0026915527	Lehman Brothers Holdings IncChapter XI- 2.92667 % (no min./no max) EMTN / 2006-28.9.2009 floating rate	CHF	40,000	1.11885	44,754,00	SIX SIS Ltd.	20121553	988137252008211
XS0181945972	Lehman Brothers Treasury BV -in default - EMTN / 2004- 14.1.2014 Floating Rate Series 1890 Senior	EUR	50,000	1,41990	70'995.00	Euroclear	98614	6051367
XS0192518024	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2004-13.5.2010 on Momentum Allweather Fund	usp	1,000,000	1,00000	1,000,000,00	Euroclear	21498	6051371
XS0343843982	Lehman Brothers Treasury BV -in default- 6 %EMTN / 2008-7.2.2013 variable rate.	EUR	100.000	1.41990	141'990.00	Euroclear	98614	6051151
xS0308098663	Lehman Brothers Treasury BV -in default. Daily Accrual Callable Equity Linked Note / 2007-6.7.2009 on shares Bank of America, Pepsico, Wat-Mart Stores	OSD	100.000	1.00000	100'000.00	Euroclear	21498	6051184
XS0301130554	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2009-26,5.2009 on a Basket of Shares Senior	EUR	100,000	1.41990	141'990,00	Euroclear	21498	6051285
XS0305100892	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note 2007-18.6.2009 on shares Credit Agricole, Lloyds Banking	EUR	100.000	1,41990	141,990.00	Euroclear	21498	6051187
xS0300662607	Lehman Brothers Treasury BV -ın default. 15 % Equity Linked Notes / 2007-21.5.2009 on Shares Credit Agricole, ING Groep	EUR	100,000	1.41950	141'990.00	Euroclear	21498	6051284

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			68,256,014.10	Grand Total in USD	.			
							ELN / 2007-6.7.2009 on shares Citigroup, Bank of America	
6051185	21498	Euroclear	100.000.00	1.00000	100,000	asn	Technologies, ICIC Bank Lehman Brothers Treasury BV -in default- Daily Accrual Callable	xS0308099125
2021200	000)	Note / 2006-28.11.2008 on shares Tata Motors, Infosys	
						1	Bank fo America Corp	
							Equity Linked Note / 2007-22,6,2009 on shares Citigroup Inc.	
6051188	21498	Euroclear	150'000.00	1.00000	150,000	OSD	xS0306693127 Lehman Brothers Treasury BV -in default- Daily Accrual Callable	xS0306693127
l l							2007-10.7.2009 on shares UBS, Royal Bk Scoll, BNP Paribas	
6051175	21498	Euroclear	100,000.00	1.00000	100,000	USD	Lehman Brothers Treasury BV -in default- Daily Accrual Note /	xS0308970994

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